



# INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS14-056244

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
1740 West Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 FAX

Project Title: Home Visiting Services for MIECHV

Begin Date: January 1, 2014

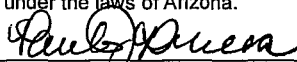
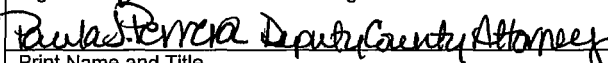
Geographic Service Area: Pima County

Termination Date: December 31, 2018

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

☒ **Counties:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.  
☐ **Indian Tribes:** A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.  
☐ **School Districts:** A.R.S. §§ 11-951, 11-952, and 15-342.  
☐ **City of Phoenix:** Chapter II, §§ 1 & 2, Charter, City of Phoenix.  
☐ **City of Tempe:** Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

<b>Arizona Transaction (Sales) Privilege:</b> _____		<b>FOR CLARIFICATION, CONTACT:</b>  Name: <u>Kathleen Malkin</u> Phone: <u>520-243-7901</u> FAX No: <u>520-791-0366</u>  E-mail: <u>Kathleen.malkin@pima.gov</u>	
<b>Federal Employer Identification No.:</b> _____			
<b>Tax License No.:</b> _____			
<b>Contractor Name:</b> Pima County Health Department <b>Address:</b> 3950 South Country Club Road Tucson, AZ 85714		<b>Procurement Officer</b> <b>RESERVED FOR USE BY THE SECRETARY OF STATE</b>  <b>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</b>	
<b>CONTRACTOR SIGNATURE:</b> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.			
<b>Signature of Person Authorized to Sign</b> _____ <b>Date</b> _____			
<b>Print Name and Title</b> _____			
<b>CONTRACTOR ATTORNEY SIGNATURE:</b> Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.  <u>11-15-13</u> <b>Signature of Person Authorized to Sign</b> _____ <b>Date</b> _____  <b>Print Name and Title</b> _____			
<b>Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.</b> <b>The Attorney General, BY:</b>			
<b>Signature</b> _____ <b>Date</b> _____ <b>Assistant Attorney General:</b>			

REVIEWED BY:

  
Appointing Authority or Designee  
Pima County Health Department

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1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
  - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
  - 1.2 "ADHS" means Arizona Department of Health Services.
  - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
  - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
  - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
  - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
  - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
  - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
  - 1.9 "Days" means calendar days unless otherwise specified.
  - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
  - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
  - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
  - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
  - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
  - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

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**2. Contract Type.**

This Contract shall be:

  X   Cost Reimbursement

**3. Contract Interpretation.**

- 3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 3.3.1 Terms and Conditions;
  - 3.3.2 Statement or Scope of Work;
  - 3.3.3 Attachments;
  - 3.3.4 Referenced Documents.
- 3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

**4. Contract Administration and Operation.**

- 4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

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change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1 *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2 *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 Property of the State.
- 4.10.1 *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2 *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

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Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

*Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

- 4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

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- 4.12 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

## 5. Costs and Payments

- 5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

### 5.2 Recoupment of Contract Payments.

- 5.2.1 *Unearned Advanced Funds*. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

- 5.2.2 *Contracted Services*. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

- 5.2.3 *Refunds*. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 5.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

- 5.2.4 *Unacceptable Expenditures*. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

- 5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

### 5.4 Applicable Taxes.

- 5.4.1 *State and Local Transaction Privilege Taxes*. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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5.4.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

## 6. **Contract Changes**

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 7. **Risk and Liability**

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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- 7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnatee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- 7.4 Force Majeure.
- 7.4.1 *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.4.2 *Exclusions.* Force Majeure shall not include the following occurrences:
- 7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.4.3 *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.



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**8. Description of Materials** The following provisions shall apply to Materials only:

- 8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
- 8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
  - 8.2.1 Of a quality to pass without objection in the Contract description;
  - 8.2.2 Fit for the intended purposes for which the Materials are used;
  - 8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 8.2.4 Adequately contained, packaged and marked as the Contract may require; and
  - 8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5 Survival of Rights and Obligations After Contract Expiration and Termination.
  - 8.5.1 *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  - 8.5.2 *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**9. State's Contractual Remedies**

- 9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2 Stop Work Order.
  - 9.2.1 *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the

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period of work stoppage.

9.2.2 Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

## 10. **Contract Termination**

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

### 10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

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- 10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.
- 10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.
11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
12. **Communication**
- 12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.
13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.
14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

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15. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.
16. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.
17. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.  
  
If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.
18. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

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## 1. **Definitions**

- 1.1 "ACA" refers to the Affordable Care Act.
- 1.2 "ADE" refers to the Arizona Department of Education.
- 1.3 "ADHS" refers to the Arizona Department of Health Services.
- 1.4 "ADHS Evaluators" refers to the internal and external evaluators working for ADHS on the Maternal, Infant, and Early Childhood Home Visiting Program (MIECHV).
- 1.5 "BWCH" refers to the Bureau of Women's and Children's Health.
- 1.6 "Benchmark" for the purpose of this document means the Benchmarks laid out by Health Resources and Services Administration (HRSA) in the Supplemental Information Request and further clarified in the Updated Plan. This definition includes any updates HRSA makes to these Benchmarks. This includes all the constructs which are parts of the Benchmarks.
- 1.7 "Community Health Analysis Area (CHAA)" A geographical unit of measurement identified by ADHS, Bureau of Public Health Statistics for disease surveillance and built from US 2000 Census Block Groups. See fuller description in the Needs Assessment found in Reference Documents.
- 1.8 "CQI" refers to Continuous Quality Improvement.
- 1.9 "Cross-site evaluation team" refers to the collaboration of home visiting programs utilizing shared data for the purpose of program evaluation.
- 1.10 "DES" refers to the Arizona Department of Economic Security.
- 1.11 "FTF" refers to Arizona Early Childhood Development and Health Board, also known as First Things First.
- 1.12 "HRSA" refers to the Health Resources and Services Administration.
- 1.13 "IALT" refers to the Inter-Agency Leadership Team.
- 1.14 "ITCA" refers to the Intertribal Council of Arizona.
- 1.15 "MIECHV" refers to the Maternal, Infant and Early Childhood Home Visiting program.
- 1.16 "Model" refers to the Nurse Family Partnership model as outlined by Nurse Family Partnership.
- 1.17 "NFP" refers to Nurse Family Partnership.
- 1.18 "NSO" refers to the National Service Office for Nurse Family Partnership.
- 1.19 "OCH" refers to the Office of Children's Health.
- 1.20 "Plan" refers to The Vision for Early Childhood Home Visiting Services in Arizona.
- 1.21 "Program Manager" refers to the ADHS Maternal, Infant, and Early Childhood Home Visiting Program Manager.
- 1.22 "Site" refers to a location offering Nurse Family Partnership under this Contract.
- 1.23 "State Nurse Consultant" refers to the position of State Nurse Consultant as outlined by NFP NSO.

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- 1.24 "Target CHAAs" are the CHAAs outlined in this Contract for receiving services and additional CHAAs as approved by the Program Manager and ADHS.
- 1.25 "Task Force" refers to the Early Childhood Home Visiting Task Force.
- 1.26 "Updated Plan" refers to the State Updated Plan and any of its updates.

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## 2. Background

The ADHS BWCH supports efforts to improve the health of Arizona women and children. Within BWCH, the OCH supports the increased focus within the state and nation on the importance of early childhood programs. It also supports enhanced integration of existing children's programs both within the ADHS and among other state and federal agencies and our outside partners. The OCH within BWCH administers the ACA MIECHV federal grant funded by HRSA. The MIECHV program is funded entirely through federal funds.

The goal of the MIECHV Program is to deliver evidence based home visiting models to communities identified to be at risk through the Needs Assessment developed as a requirement for the grant. HRSA commissioned a study by Mathematic to determine which models of home visiting were considered evidence based. Based on these findings, HRSA determined which models would be eligible for funding. It was then up to the states to determine which of the evidence based models fit their needs.

In October 2009, FTF, along with ADHS, DES, and ADE and community providers of home visiting services convened a Task Force.

The purpose of the Task Force was to define a system-wide strategy for the future development and delivery of quality home visiting services throughout Arizona. After several focused meetings, the Task Force produced a plan, titled The Vision for Early Childhood Home Visiting Services in Arizona (Plan). The Plan hoped to provide a pathway for delivery of consistent, high quality home visiting services in the context of Arizona's statewide early childhood development and health system. The Task Force was a start for Arizona; however, when the ACA MIECHV statute was passed, ADHS called together the state agencies that provide early childhood home visiting to begin work on the grant opportunity. Included in this group was representation from the Title V agency and the state's Single State Agency for Substance Abuse, which are housed within ADHS, the state's Head Start Collaboration Director, ADE, the state's Title II agency, DES, which serves as the state's child care and child welfare agency and ITCA and senior management from FTF. This group is now referred to as the IALT. These agencies are Early Childhood Comprehensive System stakeholders as well and several members serve on Project LAUNCH's State Advisory Council.

The IALT is committed to work together on the process of developing a statewide system of evidence based home visiting. This collaborative decision making guided the needs assessment process, the development of the Updated Plan and built on the earlier plan for early childhood home visiting in order to best serve the most at risk families of Arizona. This Agreement seeks to implement the actions and measures discussed in the Updated Plan and subsequent grant applications.

The evidence based models chosen for implementation as part of this plan were Healthy Families and NFP. Once a community is selected by the IALT to receive evidence based home visiting, a meeting is held in the local community. At the meeting, the community has input and in fact makes the decision on which model will be implemented based on their needs and resources. In the target CHAAs in Pima County, the local communities chose to implement Healthy Families and NFP. This Agreement covers the implementation of NFP in target areas of Pima County.

## 3. Objective

To provide evidence based home visiting services through the NFP model to eligible women and young children in identified zip codes in Pima County and to evaluate the process and outcome of the implementation of the model.

## 4. Scope of Service

The Contractor shall assume the responsibility for becoming an affiliated site for NFP and the provision of a home visitation program delivering the NFP model to pregnant women and young children in targeted communities. The Contractor shall also collect and report all required data, including but not limited to, the requirements outlined in the Updated Plan and subsequent grant applications. The Contractor shall also

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participate in ongoing evaluation, monitoring, and CQI activities through the ADHS Evaluators. This Contract is funded through the ACA MIECHV grant awarded to ADHS through HRSA.

The target Community Assessment Areas under this Contract are:

85602	85704
85629	85718
85641	85737
85747	85741
85614	85749
85193	85750
85634	85707
85653	85708
85742	85748
85658	85730
85755	85622
85619	85736

## 5. Tasks

The Contractor shall:

5.1 Develop an implementation plan within forty-five (45) days. The plan shall include, but not be limited to activities or strategies and schedules for:

- 5.1.1 Working with the national model developer and a description of the technical assistance and support to be provided through the national model;
- 5.1.2 Recruiting, hiring, and retaining staff for all positions;
- 5.1.3 Ensuring clinical supervision and reflective practice for all home visitors and supervisors;
- 5.1.4 Obtaining the curriculum or other materials needed to implement the NFP with fidelity;
- 5.1.5 Providing initial and ongoing training and professional development activities including a description of how and what type of training shall be provided by or through the Contractor and/or the model developer;
- 5.1.6 Identifying, screening, and recruiting participants;
- 5.1.7 Conducting individualized assessments of participant families including a description of what assessments will be used and how services shall be provided in accordance with those individual assessments;
- 5.1.8 Assuring that services shall be provided on a voluntary basis;
- 5.1.9 Assuring that priority shall be given to serve eligible participants who:
  - 5.1.9.1 Have low incomes,
  - 5.1.9.2 Are pregnant women who have not attained age twenty-one (21),
  - 5.1.9.3 Have a history of child abuse or neglect or have had interactions with child welfare services,
  - 5.1.9.4 Have a history of substance abuse or need substance abuse treatment,
  - 5.1.9.5 Are users of tobacco products in the home,



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- 5.1.9.6 Have, or have children with, low student achievement,
- 5.1.9.7 Have children with developmental delays or disabilities, and
- 5.1.9.8 Are in families that include individuals who are serving or have formerly served in the armed forces, including such families that have members of the armed forces who have had multiple deployments outside of the United States;
- 5.1.10 Estimating and tracking the number of families served;
- 5.1.11 Minimizing the attrition rates for participants enrolled in the program;
- 5.1.12 Estimating a timeline to reach maximum caseload in each location;
- 5.1.13 Operationalizing the coordination between the proposed home visiting program(s) and other existing programs and resources in those communities, especially regarding health, mental health, early childhood development, substance abuse, domestic violence prevention, child maltreatment prevention, child welfare, education, and other social and health services;
- 5.1.14 Establishing a system of referrals for families with identified needs, including follow up to ensure referred services were received;
- 5.1.15 Developing, maintaining and updating a list of collaborative public and private partners;
- 5.1.16 Monitoring data for quality;
- 5.1.17 Measuring family satisfaction with visits;
- 5.1.18 Participating in the MIECHV CQI committee;
- 5.1.19 Anticipating challenges to maintaining quality and fidelity, and responding to the issues identified;
- 5.1.20 Describing data collection instruments, data entry, management of case notes, and data quality assurance process; and
- 5.1.21 Working with ADHS evaluation team in the external evaluation of the MIECHV program in Arizona.
- 5.2 Implement the NFP model and provide home visits:
  - 5.2.1 Implement the reporting process and any changes to ADHS as discussed in the reporting section 5.4 below;
  - 5.2.2 Ensure program implementation and set-up period in new areas does not exceed ninety (90) days;
  - 5.2.3 Work with the national model developer(s) to ensure fidelity to the model;
  - 5.2.4 Provide NFP in accordance with the specifications of the national model;
  - 5.2.5 Maintain NFP accreditation;

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- 5.2.6 Recruit, hire, train, and retain staff for all positions;
- 5.2.7 Ensure clinical supervision and reflective practice for all home visitors and supervisors;
- 5.2.8 Obtain the curriculum or other materials needed;
- 5.2.9 Provide initial and ongoing training and professional development activities to the local implementing agencies, or obtained from the national model developer;
- 5.2.10 Identify and recruit participants;
- 5.2.11 Conduct individualized assessments of participant families and provide services in accordance with those individual assessments;
- 5.2.12 Provide services to eligible families on a voluntary basis;
- 5.2.13 Ensure priority shall be given to serve eligible participants who:
  - 5.2.13.1 Have low incomes,
  - 5.2.13.2 Are pregnant women who have not attained age twenty-one (21),
  - 5.2.13.3 Have a history of child abuse or neglect or have had interactions with child welfare services,
  - 5.2.13.4 Have a history of substance abuse or need substance abuse treatment,
  - 5.2.13.5 Are users of tobacco products in the home,
  - 5.2.13.6 Have, or have children with low student achievement,
  - 5.2.13.7 Have children with developmental delays or disabilities,
  - 5.2.13.8 Are in families that include individuals who are serving or have formerly served in the armed forces, including such families that have members of the armed forces who have had multiple deployments outside of the United States.
- 5.2.14 Minimize the attrition rates for participants enrolled in the program;
- 5.2.15 Develop partnerships, and coordinate the proposed home visiting program(s) and other existing programs and resources in those communities, especially regarding health, mental health, early childhood development, substance abuse, domestic violence prevention, child maltreatment prevention, child welfare, education and other social and health services.
- 5.2.16 Establish a list of collaborative public and private partners; and
- 5.2.17 Provide referrals to community resources for families with identified need(s).
- 5.3 Collect data, provide data to the ADHS evaluation team, and participate in CQI including but not limited to:
  - 5.3.1 Entering into a Data Sharing Agreement with ADHS to provide needed data;

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- 5.3.2 Tracking that referred services were received or document the reason why the services were not received;
- 5.3.3 Collect all data as required by ADHS for this program as per the Updated Plan and any revised plans (including data and evaluation plans developed for the MIECHV program) and submit all data to the ADHS evaluation team and when applicable to the cross-site evaluation team;
- 5.3.4 Measure client satisfaction with home visiting service;
- 5.3.5 Participate in CQI committee;
- 5.3.6 Work with ADHS Evaluators to modify data collection forms or provide additional information to capture all required data including benchmarks and demographics required for the MIECHV program; and
- 5.3.7 Ensure that all of the Program forms and visit notes are kept in a locked location and are transported in a locked file.
- 5.4 Meet program and reporting requirements including but not limited to:
  - 5.4.1 Be responsive and ensure timely response to ADHS Program Managers and ADHS Evaluators to any request for clarification, documentation, reports and/or any questions regarding program implementation and evaluation;
  - 5.4.2 Ensure that all required staff attend ADHS sponsored meetings, trainings, and conference calls and/webinars as directed;
  - 5.4.3 Provide additional information and data when requested by the Program Manager or by the ADHS Evaluators in the format and medium requested;
  - 5.4.4 Submit invoices for services on a monthly basis;
  - 5.4.5 Submit required reports on a monthly basis (see Deliverables) in compliance with federal reporting requirements;
  - 5.4.6 When providing services in a community also served by other home visiting services, the Contractor shall work with the other home visiting programs to ensure that client is enrolled in the program that best meets their needs and that there are selection criteria and standardized processes for referring families from one program to another;
  - 5.4.7 If the Contractor/subcontractor has another Contract, Grant, or Subcontract that administers and/or provides a similar home visiting program in the targeted service area or adjoining service areas, they shall provide a detailed description of the other funded programs including staffing, funding source and clearly identify how the program(s) will not duplicate services and/or home visiting services to the targeted communities that are being proposed through the ADHS Home Visiting Program. It will also state how the two (2) separate funding sources will be tracked; and
  - 5.4.8 The Contractor agrees to provide a written plan to ADHS about how the Contractor has divided work with the Subcontractors, and which entity will be serving which areas.
- 5.5 Explore the possibility of hiring a State Nurse Consultant to assist, support and mentor NFP nurses in the NFP model of home visiting to assure quality implementation of the intervention. The duties of this position include but are not limited to:

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- 5.5.1 Working with local, regional and state NFP Implementing Agencies providing consultation on NFP nursing practice,
- 5.5.2 Assisting in attaining NFP nursing competence, sharing successful practices,
- 5.5.3 Addressing implementation challenges and offering support, resources and educational opportunities for quality implementation of the NFP model of nurse home visiting;
- 5.5.4 Collaborating with both ADHS MIECHV Program and the NFP National Service Office;
- 5.5.5 Working with NFP programs throughout the state; and
- 5.5.6 Adherence to the NFP National Service Office's requirements located at: <http://www.nursefamilypartnership.org/>. Each NFP site will be given a login by the National NFP model when they become an affiliate NFP site.

## 6. Deliverables and Delivery Schedule

The Contractor shall deliver to ADHS:

### 6.1 Implementation Plan:

- 6.1.1 An implementation plan for each new site/area is due to ADHS by the end of the first forty-five (45) days of the initiation of a new site; and
- 6.1.2 Changes to the implementation plan need to be reported to the Program Manager and approved before being implemented.

### 6.2 Monthly Invoices

- 6.2.1 Monthly invoices need to be received by ADHS twenty (20) days following the end of the month.
- 6.2.2 Include all information as directed by Program Manager on invoices. For staff training beyond what is required by the model, documentation of attendance shall be provided including a Certificate of Attendance and copy of e-mail prior approval from ADHS.

### 6.3 Monthly Progress

- 6.3.1 Monthly Progress Reports are due within twenty (20) days following the end of the month using the ADHS form provided;
- 6.3.2 Monthly Progress shall be submitted to the Program Manager on the form provided. The monthly report should outline successes and challenges including but not limited to:
  - 6.3.2.1 Recruitment,
  - 6.3.2.2 Home Visits,
  - 6.3.2.3 Referrals,
  - 6.3.2.4 Staffing/Training, and
  - 6.3.2.5 Attrition Rate;

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- 6.3.3 The name, phone numbers, and resume of program staff if replaced, within fifteen (15) days of hire.

#### 6.4 Annual Reports

- 6.4.1 An annual report at time specified in the reporting plan in section 5.4 above that shall include:
- 6.4.1.1 An update on work-to-date with national model developer(s) and a description of the technical assistance and support provided to date through the national model(s),
  - 6.4.1.2 Based on the timeline provided in Updated Plan, an update on securing curriculum and other materials needed for the home visiting program,
  - 6.4.1.3 An update on training and professional development activities obtained from the national model developer, or provided by the State or the implementing local agencies,
  - 6.4.1.4 An update on staff recruitment, hiring, training, and retention for all positions including subcontracts,
  - 6.4.1.5 An update on participant recruitment and retention efforts,
  - 6.4.1.6 Family satisfaction with visit information,
  - 6.4.1.7 The status of home visiting program caseload within each at-risk community,
  - 6.4.1.8 An update on the coordination between home visiting program(s) and other existing programs and resources in those communities including but not limited to: health, mental health, early childhood development, substance abuse, domestic violence prevention, child maltreatment prevention, child welfare, education, and other social and health services, and
  - 6.4.1.9 A discussion of challenges, both experienced and anticipated, to maintaining quality and fidelity of each home visiting program, and the response to the issues identified;

#### 6.5 Data

- 6.5.1 Contractor shall supply data to the ADHS evaluator and any cross site evaluation team within the timeframe outlined in the data and evaluation plans and latest revisions thereof. This includes all individual-level benchmarks, demographic and service-utilization data on the participants in the program, which shall at least meet the federal requirements for individual-level data including, but not limited to:
- 6.5.1.1 Family's participation rate in the home visiting program, including but not limited to, number of sessions/number of possible sessions and duration of sessions,
  - 6.5.1.2 Demographic data for the participant child(ren), pregnant woman, expectant father, parent(s), or primary caregiver(s) receiving home visiting services including: child's gender, age of all (including age in month for child) at each data collection point and racial and ethnic background of all participants in the family,

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- 6.5.1.3 Participant child's exposure to languages other than English, and family linguistic isolation,
- 6.5.1.4 Which, if any, priority populations the child or family belongs to,
- 6.5.1.5 Family socioeconomic indicators, including but not limited to, family income and employment status,
- 6.5.1.6 Referrals made,
- 6.5.1.7 Referred services were received and, if not, what was the barrier and what are the next steps, and
- 6.5.1.8 Information required and identified in the benchmark section of the Updated Plan and latest revisions thereof, the data and evaluation plans, and federal reporting requirements.

## 7. Requirements

### 7.1 The Contractor shall:

- 7.1.1 Be able to become an authorized NFP site within ninety (90) days of the Contract becoming effective, this includes meeting all requirements from the national NFP office for becoming an authorized NFP site and maintaining authorization.
- 7.1.2 Meet all requirements of NFP to implement the model with fidelity and ensure fidelity to the model is maintained.

## 8. Approvals

- 8.1 Monthly Contractor's Expenditure Report (invoice/CER) shall be approved by ADHS prior to payment;
- 8.2 Monthly Report;
- 8.3 Expansion into new service areas under this Contract shall be approved by ADHS;
- 8.4 Families receiving NFP services under this Contract cannot be transferred from a non-funded MIECHV site to a funded MIECHV site;
- 8.5 All marketing or educational materials, and promotional items, media or forms including, but not limited to, brochures, posters, publications or journal articles developed using funds awarded under this Contract shall be approved by ADHS Program Manager prior to printing;
- 8.6 All marketing or educational materials shall bear the following: "Funded in part by the Bureau of Women's and Children's Health as made available through the Arizona Department of Health Services, through the DHHS Maternal, Infant and Early Childhood Home Visiting Program.
- 8.7 This program is fully funded by Federal funds so the HHS Appropriation Act requirements shall be followed. The HHS Appropriations Act requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to, State and local governments, shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

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## 9. Reference Documents

The following documents are available from ADHS:

- 9.1 Supplemental Information Report;
- 9.2 Arizona's Maternal, Infant and Early Childhood Updated Plan;
- 9.3 Data Plan (upon completion by the ADHS evaluator after requirements are received by the state from the grantor);
- 9.4 Forms (data and report forms as referenced above upon completion by ADHS, subject to updating); and
- 9.5 Monthly Progress Report.

## 10. Notices, Correspondence and Reports

- 10.1 Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Arizona Department of Health Services  
Maternal, Infant and Early Childhood Home Visiting Program Manager  
150 North 18<sup>th</sup> Avenue, Suite 320  
Phoenix, Arizona. 85007-3242

- 10.2 Notices, correspondence, and reports from ADHS to the Contractor shall be sent to:

Pima County Health Department  
Attn: Kathleen Malkin, RN, MS  
3950 S. Country Club, Suite 100  
Tucson, AZ 85714  
Phone: 520-243-7901  
Fax: 520-791-0366  
E-mail: [Kathleen.Malkin@pima.gov](mailto:Kathleen.Malkin@pima.gov)

- 10.3 Payments from ADHS to the Contractor shall be sent to the "Remit To" Address listed on the Contractor's ProcureAZ vendor profile.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-056244	PRICE SHEET

**Maternal, Infant and Early Childhood Home Visiting Program**  
**Cost Reimbursement Line Item Budget**  
**Effective January 1, 2014 – December 31, 2014**

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$376,990.00
ERE	\$124,407.00
Professional & Outside Services	\$76,156.00
Travel Expense	\$7,860.00
Occupancy Expense	\$0.00
Other Operating Expense	\$151,276.00
Capital Outlay Expense	\$0.00
Indirect (if authorized)	\$97,562.00
<b>TOTAL</b>	<b>\$834,251.00</b>

With prior written approval from the Program manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

**AUTHORIZATION FOR PROVISION OF SERVICES:** Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.



Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-056244	BUDGET NARRATIVE

Pima County Health Department  
ADHS/ Nurse Family Partnership

**Budget Narrative**

Budget Period: Year 1, Year 2 (Based on 124 Families per Year)

September 30, 2013-September 29, 2014

September 30, 2014-September 29, 2015

**Personnel Costs: \$1,027,863**

Five full-time NHV based on number of births in zip codes to be served; number of projected families to be served (124); and number of cases per nurse (24-26). One full-time Nurse Supervisor to oversee the program and supervise the NHVs; and (1FTE) data/support specialist to provide administrative support for the program. Fringe benefits calculated at 33% of base salary.

Nurse Supervisor: (1 FTE) \$34 per hr. x2080= \$70,720 x @33%=\$23,338. Total= \$94,058  
Nurse Home Visitor 1: (1 FTE) \$26 per hr. x2080= \$54,080 x @33%=\$17,846. Total = \$71,926  
Nurse Home Visitor 2: (1 FTE) \$26 per hr. x2080= \$54,080 x @33%=\$17,846. Total= \$71,926  
Nurse Home Visitor 3: (1 FTE) \$26 per hr. x2080= \$54,080 x @33%=\$17,846. Total= \$71,926  
Nurse Home Visitor 4: (1 FTE) \$26 per hr. x2080= \$54,080 x @33%=\$17,846. Total= \$71,926  
Nurse Home Visitor 5: (1 FTE) \$26 per hr. x2080= \$54,080 x @33%=\$17,846. Total= \$71,926  
Data Entry/Support: (1 FTE) \$17.2452 per hr. x 2080= \$35,870x @33%= \$11,837. Total= \$47,707

Year 1: \$94,058+\$71,926 +\$71,926 + \$71,926 +\$71,926 + \$71,926 + \$47,707= \$501,397.

Year 2: \$501,397 + (@5%= 25070) = \$526,467

Total: \$501,397 + 526,467= **\$1,027,863**

**Administrative Costs:**

**Office Supplies: \$3,803**

Essential supplies as materials for organizing and storing client files, as well as file folders, paper, envelopes, pens, toners, pencils, pens, file folders, etc. Three ring notebooks for clients.

Year 1 =\$371 per nurse/ per year= \$371 x 6=\$1,855

Year 2 = \$1,948 (@5.0% increase of \$1855) = \$93+\$1,855=\$1,948

Total= \$1855 +\$1948= **\$3,803.**

**Client Support Materials: \$13,218**

Year 1= \$52 per family x 124 families per year= \$6,448

Year 2 (5% of \$6,448) = \$6,448+ \$322 =\$6,770

Total= \$6,448 + \$6,770= **\$13,218**

**Copies of Forms/Facilitators (Black/White): \$17,286**

Year 1= \$68 per family/per year x 124 families= \$8,432

Year 2 (5% of \$8,432) = \$8,432+ \$422= \$8,854

Total= \$8,432+ \$8,854= **\$17,286**

**Postage: \$1,525**

\$6 per family per year/ for 124 families = \$744. Mailings to clients. Reminder notifications to clients about visits and follow-up with clients who missed visits. Program materials or information about needed resources between visits.

Year 1=\$744

Year 2= (5% increase of \$744) =\$744+ \$37=\$781

Total= \$744 + \$781= **\$1,525**

**Computers w/Software: \$10,176**

To meet program responsibilities, all staff working with this program need access to a computer for the entire time of the project. One laptop for the supervisor and 5 laptops for NHVs.

Laptop@\$1,450+ Software (\$246) = \$1,696 x 6 =**\$10,176**

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-056244	BUDGET NARRATIVE

**Desktop Computer w/Software: \$1,396.**

To meet responsibilities of the program the administrative support person needs access to the computer for the entire time of the project. For one administrative assistant.

Desktop= \$1,150 +\$246 (software) = **\$1,396**

**Computer Network Fees: \$1,353**

\$55 per month for Supervisor, Nurse Home Visitors (5) and for one Administrative Support person. Costs included are the amounts recommended by the Nurse-Family Partnership National Service Office.

Year 1= \$55 per year X 12 months= \$660.

Year 2= 5% increase of \$660= \$33+\$660= \$693

Total 660+\$693= **\$1,353**

**Cellular Phones: \$498**

\$83 smart phone for 5 NHV and one supervisor. To ensure the safety of nurse home visitors. Supervisor will need phone so that staff have access to him/her when in the field. Includes phones, chargers and adaptors. \$83 x 6= **\$498**

**Cellular Usage Fees: \$11,968**

Costs included are the amounts recommended by the Nurse-Family Partnership National Service Office.

\$973 per nurse and Supervisor per year.

Year 1= \$973 X 6= \$5,838

Year 2= 5% increase of \$5,838= \$292+ \$5,838= \$6,130

Total= \$5,838 +\$6,130= **\$11,968**

**Medical & Program Supplies: \$3,302**

Costs included are the amounts recommended by the Nurse-Family Partnership National Service Office.

Year 1=\$433 per NHV x 5= \$2,165

Half of that for Year 2:

Year 2= \$2,165/2=\$1,083 (5% of \$1,083) = \$54+\$1,083= \$1,137

Total= \$2,165 + \$1,137= **\$3,302**

**Professional Development: \$5,543**

Costs included are the amounts recommended by the Nurse-Family Partnership National Service Office.

Year 1= 541 per nurse/per year= 541 x5= \$2704

Year 2= (5% of \$2,704) = \$135+ \$2,704= \$2,839

Total= \$2,704+ \$2,839 = **\$5,543**

**Mileage (20 trips/family/yr.): \$226,238**

The services provided will be in rural areas in Pima County including the Tohono O'odham Nation. We have estimated that 100 miles are an average trip to provided services.

Year 1= 100 mile/trip x 0.445= \$44.50 x 20 trips x 124 families= \$110,360

Year 2= (5% x \$110,360) = \$110,360+ \$5,518= \$115,878

Total=\$110,360 + \$115,878= **\$226,238**

**Nurse-Family Partnership Services Fees:**

**Start-up Fee: \$25,391**

Costs are fixed and determined by the Nurse family Partnership National Service Office.

Year 1= **\$25,391** for one time start-up fee.

**Nurse Initial Education Tuition: \$24,617**

Education for NHVs consisting of one in-person education unit and supported by distance education components. Also must attend an annual education symposium. Costs are fixed and determined by the Nurse family Partnership National Service Office.

Year 1= \$4,069 per Nurse Home Visitor x 5= \$20,345

Year 2= \$4,069 X .05%= \$203; \$4069+ \$203= \$4,272 (1 NHV, if turnover)

Total= \$20,345 + \$4,272= **\$24,617**

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-056244	BUDGET NARRATIVE

**Supervisor Initial Education Tuition: \$4,803**

Education for supervisor consisting of Units 1-3 plus Supervisor units 1-4 which include distance education components and in-person education unit supported by nurse consultation. Also must attend an annual education symposium after completing their 1<sup>st</sup> year as an NFP nurse supervisor. Costs are fixed and determined by the Nurse family Partnership National Service Office.

Year 1= \$4,803 per one Supervisor

**Administrator Initial Education Tuition: \$480**

Two day orientation to NFP in Denver, CO. Costs are fixed and determined by the Nurse Family Partnership National Service Office.

Year 1= \$480 per one Administrator

**Nurse Education Materials: \$3,102**

Includes Nurse-Family Partnership Orientation Manual, set of pregnancy, and toddler guidelines and nursing practice and program management resources tied to the implementation of the Nurse-Family Partnership. Costs are fixed and determined by the Nurse- Family Partnership National Service Office.

Year 1= \$517 per NHV and Supervisor x 6 = **\$3,102**

**Program Support Fee: \$14,444**

Support to the data system and program quality; reports by NFP to agency through ETO; ongoing education for NFP staff; conference calls, web forums, resources, maintenance of guidelines and supporting materials; marketing and communications consultation and support including outreach materials; NFP Public Awareness Video, updates from the National NFP Service Office; and policy and government affairs including advocacy and educational work at the federal and state levels. Costs are fixed and determined by the Nurse- Family Partnership National Service Office.

Year 1=\$7,046,

Year 2= 5% of \$7,046= \$352 +\$7,046= \$7,398

Total \$7,046 + \$ 7,398= **\$14,444**

**Nurse Consultation Fee: \$17,316**

Covers costs associated with a Nurse-family Partnership Nurse Consultant providing support to Supervisor. Help supervisor develop an annual plan for quality implementation with fidelity to the model; monitoring activity reports and performance and providing support with quality improvement initiatives; support in operations and clinical issues; periodic visits to supervisor and NFP team; clinical and supervisory coaching and consultation with the Supervisor. Costs are fixed and determined by the Nurse-Family Partnership National Service Office.

Year 1= \$8,447

Year 2= (5% of \$8,447) = \$422 +\$8,447= \$8,869

Total= \$8,447+\$8,869= **\$17,316**

**Nurse-Family Partnership travel Costs (Airfare, /Hotel/Meals):**

**Travel: Agency to Administrator Education: \$785**

One administrator to travel to Denver for required NFP 2-day in-person session.

Hotel \$87 x3 nights= \$261;

Per Diem \$39 x 4 days= \$156

Car rental 25 x 4days= \$100

Airfare, RT. = \$268

Total \$261 +\$156 + \$100+ \$268= **\$785**

**Travel: Agency to Education Unit 2: \$5,936**

One supervisor and 5 NHV, travel to Denver for required NFP 4-day in-person education session.

Hotel \$87 x 4 rooms= \$348 is one night x 5 nights= \$1,740

Per Diem \$39x 6 days=\$234 x 6 people= \$1,404

Car rental \$25 per one car x 2 cars x 6 days=\$300

Airfare = \$268 RT x 6 people= \$1,608

Year 1: \$1,740 + \$1,404 +\$300 + \$1,608=\$5,052

Year 2: \$5,052/ 6= \$842 per person. 5% of 842= \$42 + \$842= \$884 (per staff, if turnover)

Total: \$5,052 + \$844+ = **\$5,936**

Contract Number	INTERGOVERNMENTAL AGREEMENT BUDGET NARRATIVE
ADHS14-056244	

**Travel: Agency to Education Unit 4: \$936**

One supervisor, 3-day in-person session in Denver approx. 4-6 months after attending Unit 2.

Hotel \$87 x 4 nights= \$348

Per Diem \$39 x 5 days= \$195

Car rental \$25 x 5 days= \$125

Airfare= \$268 RT.

Total= \$348+ \$195+ \$125+ \$268= **\$936**

**Travel: Supervisor to Annual Education: \$2,228**

One nurse supervisor to travel to 4-day in-person annual education symposium session to Denver held annually.

Hotel \$87x 5 nights= \$435

Per Diem \$39 x 6 days= \$234

Car rental \$25 x 6 days= \$150

Airfare \$268 RT. Total \$1,087/Year 1

Year 2= (5% of \$1,087) = \$54+\$1,087=\$1,141;

Total= \$1,087+\$1,141= **\$2,228**

**Additional Materials and Training Costs:**

**NCAST Materials: \$2,822**

Costs are fixed and determined by the Nurse- Family Partnership National Service Office. Materials are based on 100 clients (calculated at 124 families/year below). Includes Keys to Caregiving Package@ \$755; Additional sets of the 5 parent booklets @\$101; Spanish Parent booklets @ \$101; Keys to Caregiving Study guide @\$80; Beginning Rhythms Book @\$38; Sleep Activity Records @\$21; How to Promote Good Sleeping Habits parenting handbook@\$21; Network Survey @\$21.

Total \$755+\$101+\$101+\$80+\$38+\$21+\$21+\$21=\$1,138; \$1,138 for 100 or \$11.38 per client.

Year 1= \$11.38 X 124 families= \$1,411

Year 2= \$11.38 X 124 families=\$1,411

Total= \$1,411+\$1,411= **\$2,822.**

**PIPE Materials: \$2,695**

Costs are fixed and determined by the Nurse- Family Partnership National Service Office.

Curriculum and activities for parents and babies. English and Spanish version Materials. Total= **\$2,695.**

**ASQ Materials: \$950**

Costs are fixed and determined by the Nurse- Family Partnership National Service Office.

ASQ is a monitoring tool that screens for gross motor, fine motor, language, and other developmental indicators. ASQ: SE is a monitoring tool focusing on social/emotional development. Both in English and Spanish materials. Total= **\$950**

**Dyadic Measurement Training: \$6,000**

Costs are fixed and determined by the Nurse- Family Partnership National Service Office.

Required training for staff which is independent of the NFP education program. To be implemented in Year 2.

Total= **\$6,000**

**Edinburgh/PHQ-9 Training: N/A**

Depression scale that is to be downloaded at no cost from the NFP Community website.

**HOME IT Assessment Materials: \$75**

Costs are fixed and determined by the Nurse- Family Partnership National Service Office. Includes HOME

Manual= \$40; scoring pads (50 per agency) =\$15.00

HOME DVD (1) =\$20.00. Total= **\$75**

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-056244	BUDGET NARRATIVE

### **Additional Costs**

#### **Indirect Costs: \$192,827**

18.76% of Salary and Fringe Benefits as per Pima County.

Year 1: \$94,062

Year 2: 5% of \$94,062 = \$4,703 + \$94,062 = \$98,765

Total+ \$94,062 + \$98,765 = **\$192,827**

#### **Copier: \$2,800**

To make copies of administrative forms and reports, etc. for the program, as needed.

One copier @ \$2,800.

Total= **\$2,800**

#### **Investigative charges: \$805**

Investigative charges for staff to be hired.

Year 1: \$100 per staff x 7 staff = \$700

Year 2: 5% of \$100 = \$5 + \$100 = \$105 (for 1 staff, for turnover)

Total= \$700 + \$105 = **\$805**

Nurse-Family Partnership Budget: 124 Families per Year									
Pima County Health Department									
								Increase/Year	
Personnel Costs	Base Salary	Fringe Benefits 33%	Total	% Effort	Year 1	Year 2	Total		
Nurse Supervisor	\$ 70,720	\$ 23,338	\$ 94,058	100%	\$ 94,058	\$ 98,760	\$ 192,818		
Nurse Home Visitor 1	\$ 54,080	\$ 17,846	\$ 71,926	100%	\$ 71,926	\$ 75,523	\$ 147,449		
Nurse Home Visitor 2	\$ 54,080	\$ 17,846	\$ 71,926	100%	\$ 71,926	\$ 75,523	\$ 147,449		
Nurse Home Visitor 3	\$ 54,080	\$ 17,846	\$ 71,926	100%	\$ 71,926	\$ 75,523	\$ 147,449		
Nurse Home Visitor 4	\$ 54,080	\$ 17,846	\$ 71,926	100%	\$ 71,926	\$ 75,523	\$ 147,449		
Nurse Home visitor 5	\$ 54,080	\$ 17,846	\$ 71,926	100%	\$ 71,926	\$ 75,523	\$ 147,449		
Data Entry/Support Person	\$ 35,870	\$ 11,837	\$ 47,707	100%	\$ 47,707	\$ 50,092	\$ 97,800		
<b>Sub-Total (Personnel)</b>					<b>\$ 501,397</b>	<b>\$ 526,467</b>	<b>\$ 1,027,863</b>		
<b>Administrative Costs</b>									
								\$ 0	
Office Supplies	\$ 371	per nurse	per year		\$ 1,855	\$ 1,948	\$ 3,803		
Client Support Materials	\$ 52	per family	per year		\$ 6,448	\$ 6,770	\$ 13,218		
Copies of forms/facilitators (B/W)	\$ 68	per family	per year		\$ 8,432	\$ 8,854	\$ 17,286		
Postage	\$ 6	per family	per year		\$ 744	\$ 781	\$ 1,525		
Computers w/ Software	\$ 1,696	purchase one per nurse+supv.			\$ 10,176	\$ -	\$ 10,176		
Desktop Computer w/Software	\$ 1,396	purchase one Adm. Support			\$ 1,396	\$ -	\$ 1,396		
Computer Network Fees	\$ 55	per month			\$ 660	\$ 693	\$ 1,353		
Cellular Phones	\$ 83	purchase one per nurse + supervi			\$ 498	\$ -	\$ 498		
Cellular Usage Fees	\$ 973	per nurse per year + supv			\$ 5,838	\$ 6,130	\$ 11,968		
Medical & Program Supplies	\$ 433	per NHV Yr 1; half that in Yr 2			\$ 2,165	\$ 1,137	\$ 3,302		
Professional Development	\$ 541	per nurse per year			\$ 2,704	\$ 2,839	\$ 5,543		
Mileage (20 trips/family/yr)	100	mi/trip \$ 0.445 per mile			\$ 110,360	\$ 115,878	\$ 226,238		
<b>Sub-Total (Administrative)</b>					<b>\$ 151,276</b>	<b>\$ 145,029</b>	<b>\$ 296,305</b>		
<b>Total Cost Personnel &amp; Administrative</b>					<b>\$ 652,672</b>	<b>\$ 671,496</b>	<b>\$ 1,324,168</b>		

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-056244	BUDGET WORKSHEET

Nurse-Family Partnership Services Fees		Yr 1	Yr 2		5%	
Start-Up fee		\$ 25,391		\$ 25,391		\$ 25,391
Nurse Initial Education Tuition		\$ 4,069	per NHV	\$ 20,345	\$ 4,272	\$ 24,617
Supervisor Initial Education Tuition		\$ 4,803	per Supv.	\$ 4,803		\$ 4,803
Administrator Initial Education Tuition		\$ 480	per Administrator	\$ 480		\$ 480
Number of Administrators who will attend		1				
Nurse Education Materials		\$ 517	per NHV and Supv.	\$ 3,102		\$ 3,102
Program Support Fee		\$ 7,046	\$ 7,398	\$ 7,046	\$ 7,398	\$ 14,444
Nurse Consultation Fee		\$ 8,447	\$ 8,869	\$ 8,447	\$ 8,869	\$ 17,316
Total Cost Nurse-Family Partnership Services				\$ 69,614	\$ 20,540	\$ 90,154

Nurse-Family Partnership Travel Costs (Airfare/Hotel/Meals)						
Travel: Agency to Administrator Education		\$ 785	per Administrator	\$ 785		\$ 785
Travel: Agency to Education Unit 2		\$ 842	per NHV and Supv.	\$ 5,052	\$ 884	\$ 5,936
Travel: Agency to Education Unit 4		\$ 936	per Supv.	\$ 936		\$ 936
Travel: Supervisor to Annual Education		\$ 1,087	\$ 1,141	\$ 1,087	\$ 1,141	\$ 2,228
Total Costs of Travel				\$ 7,860	\$ 2,025	\$ 9,885

Additional Materials and Training Costs						
NCASST Materials	See narrative			\$ 2,822		\$ 2,822
PIPE Materials	See narrative			\$ 2,695		\$ 2,695
ASQ Materials	See narrative			\$ 950		\$ 950
Dyadic Measurement Training	See narrative				\$ 6,000	\$ 6,000
Edinburgh/PHQ-9 Training	See narrative					\$ -
HOME IT Assessment Materials	See narrative			\$ 75		\$ 75
Total Costs of Additional Materials and Training				\$ 6,542	\$ 6,000	\$ 12,542

TOTAL ANNUAL BUDGET	\$	736,688	\$	700,061	\$	1,436,750
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NOTE: This budget is for an implementation to be launched on January 1, 2013 and will complete its first home visit prior to November 30, 2013. If your agency will launch after 2013, please contact the Nurse-Family Partnership National Office to obtain an updated version of the sample budget!

Supplemental Costs - Items not included in a standard NFP agency start up (see narrative)									
								Increase/Year	
Additional Personnel	Base Salary	Fringe Benefits	26%	Total	% FTE	Year 1		Year 2	
	\$ -	\$ -	-	\$ -	0%	\$ -	-	\$ -	\$ -
	\$ -	\$ -	-	\$ -	0%	\$ -	-	\$ -	\$ -
	\$ -	\$ -	-	\$ -	0%	\$ -	-	\$ -	\$ -
	\$ -	\$ -	-	\$ -	0%	\$ -	-	\$ -	\$ -
	\$ -	\$ -	-	\$ -	0%	\$ -	-	\$ -	\$ -
	\$ -	\$ -	-	\$ -	0%	\$ -	-	\$ -	\$ -
Sub-Total (Personnel)						\$ -	-	\$ -	\$ -
Additional Costs									
	See narrative					Year 1		Year 2	
Indirect (based on Salary, Benefits	18.76%					\$ -	94,062	\$ -	98,765
Copier	\$2,800					\$ -	2,800	\$ -	-
Investigative Charges	\$700					\$ -	700	\$ -	105
Sub-total (Additional Costs)						\$ -	97,562	\$ -	98,870
TOTAL SUPPLEMENTAL BUDGET									
						\$ -	97,562	\$ -	98,870
TOTAL ANNUAL AND SUPPLEMENTAL BUDGET									
						\$ -	834,250	\$ -	798,931
						\$ -		\$ -	1,633,182